

EXHIBIT E

ADDITIONAL FRANCHISE AGREEMENT TERMS

The provisions contained in this exhibit shall control to the extent of any conflict with any provision of the body of this Agreement or any other exhibit.

1. Construction Commencement. Section 5.03(b) of the Agreement is amended to delete the phrase "six (6) months" in the first sentence of that section and to replace that phrase with "twelve (12) months". If requested by Franchisee, Franchisor will not unreasonably withhold its approval to further extend the construction commencement date by up to two (2) six (6) month periods provided Franchisee provides Franchisor with evidence that it has applied for building permits and any other required approvals to construct the Facility and demonstrates that it is in good faith pursuing such permits or other approvals and proceeding towards construction commencement and is otherwise in full compliance with the terms of this Agreement.
2. Liquidated Damages. Notwithstanding Section 18.03 of this Agreement, we agree that if this Agreement is terminated prior to the date you commence construction of your Facility or before your Facility opens as a La Quinta Lodging Facility, you shall not be liable for liquidated damages pursuant to Section 18.03 if you determine that operating a lodging facility on the Site is not feasible and thereafter do not construct or open any lodging facility on the Site. However, in that event, we shall be entitled to retain the Affiliation Fee and all other fees paid by you prior to such termination.
3. Mediation. Notwithstanding Section 20.02 of this Agreement, we agree that any mediation shall be conducted at a location to be agreed upon by you and us; provided, however, if you and we are unable to agree upon a location within thirty days of a party's demand for mediation, then the mediation will be conducted at our headquarters.

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